



**ANNEX NO. ....**

to the Agreement No. .... on using the Internet Customer Service System mBank CompanyNet of mBank S.A.

dated ....., hereinafter referred to as the "Agreement".

Annex no. .... to the Agreement, hereinafter referred to as the "Annex", is concluded on ..... / ..... / ..... by and between mBank S.A. with its registered office in Warsaw, ul. Senatorska 18, entered in the Register of Entrepreneurs of the National Court Register for the Capital City of Warsaw, 12th Commercial Division of the National Court Register under the KRS no. 0000025237, holder of the tax identification no. NIP: 526-021-50-88, with its fully paid-up share capital amounting to ..... as at .....,

Branch .....  
(exact address)

represented by:

1. ....  
(first name and surname, position, type of representation)

2. ....  
(first name and surname, position, type of representation)

hereinafter referred to as the "Bank",

and:

.....  
(the Customer's name specified in the identification or registration document)

with its registered office in .....  
(exact address)

represented by:

1. ....  
(first name and surname, position, type of the company representation)

2. ....  
(first name and surname, position, type of the company representation)

hereinafter referred to as the "Client",

which shall read as follows:

**§ 1**

The Parties hereto agree to add § 11<sup>1</sup> to the Agreement which shall read as follows:

1. Under this Agreement the Bank offers a mBank CompanyConnect Partner Package service which consists in the following functionalities of the mBank CompanyNet system to be used by the Customer within his/her financial and accounting system:
  - 1/ handling instructions,
  - 2/ downloading bank account statements from the Customer's bank accounts in the MT940 format,
  - 3/ downloading bank account statements from the Customer's bank accounts in the html format,
  - 4/ downloading currency exchange rates of mBank S.A. and the National Bank of Poland,
  - 5/ downloading reports on the turnover in the Client's bank accounts,
  - 6/ collecting other reports specified and agreed between the Client and the Bank,
 in the scope of the Customer's rights under the Appendix no.1 to the Agreement - "Customer's Authorisation Card - mBank CompanyNet mBank S.A. system".
2. Expanding types and scopes of functionalities made available under the mBank CompanyNet system, shall not be construed as the change hereto.
3. In order to use the mBank CompanyConnect Partner Package service, the Customer has to use the mBank CompanyNet system, with at least one valid qualified certificate (used to verify secure electronic signature) or token activated in the system, and has to have the following:
  - 1/ a computer connected to the Internet with hardware and software compatible with the financial and accounting system,
  - 2/ the software of the financial and accounting system offered by the company .....<sup>1</sup>
  - 3/ a module (package) thanks to which the mBank CompanyConnect Partner Package service may be used, if the module has not been provided with the software of the financial and accounting system.
4. The mBank CompanyConnect Partner Package service each time requires the use of a secure electronic signature verified by means of a valid qualified certificate activated in the mBank CompanyNet system (in order to connect with the Bank's system, a secure electronic signature has to be used).
5. The Bank may suspend provision of the mBank CompanyConnect Partner Package service in the case of an IT system breakdown, in particular, in the case of the mBank CompanyNet system or telecom system breakdown until a given system has been repaired.

<sup>1</sup> The list of producers of software, systems and versions with the Bank's certificates, thanks to which the mBank CompanyConnect Partner Package service may be used, is available at mBank Group website at the address [www.mbank.pl/mssp-korporacje/bankowosc-elektroniczna/](http://www.mbank.pl/mssp-korporacje/bankowosc-elektroniczna/).

<sup>2</sup> Note! The software producer or the entity implementing the software may charge additional fees, e.g. for the use of an additional element thanks to which the mBank CompanyConnect Partner Package may be used or for its implementation.

<sup>3</sup> Delete as appropriate.

6. The Bank shall have the right to perform maintenance and upgrade works of the mBank CompanyNet system, also in respect of the mBank CompanyConnect Partner Package service, and the Bank shall notify the Customer in due advance of the maintenance and upgrade works and about the timing of the temporary unavailability of the mBank CompanyNet system. Information shall be published on the websites of the mBank CompanyNet system, sent by the Bank (within this system) or provided to the Client in other way.
7. Suspension of the provision of the mBank CompanyConnect Partner Package service due to the reasons stipulated in (5)-(6), shall not be violation hereof.
8. The Bank shall not be liable for the loss, distortion or delay in the fulfilment of an instruction due to reasons beyond the Bank's control during transmission of the instruction by means of fixed line or wireless communication devices, also owing to the use of the mBank CompanyConnect Partner Package service.
9. The Bank shall not bear responsibility for operation of the IT system, including the software being a part of this system, in particular, the mBank CompanyConnect Partner Package software, at the Customer's using the Service.
10. The Bank bears no responsibility for damages suffered by the Customer using the mBank CompanyConnect Partner Package service, in relation to using this service and due to reasons beyond the control of the Bank.
11. For the service provision, the Bank shall charge a one-off fee totalling PLN ..... (in words: ..... zloty), which is not refundable<sup>2</sup>.
12. The Bank will charge a monthly fee for using the service by the Customer, which totals PLN ..... (in words: ..... zloty), which is not refundable. The fee shall be charged for each calendar month in advance / in arrears<sup>3</sup>.
13. The Client authorises the Bank to debit his/her bank account no. ...., with fees referred to in Article 11 to regardless of the account balance in this account."

## § 2

1. Each Party may terminate an Agreement in the scope related with the service introduced with an Annex (hereinafter referred to as the Service) with a seven-day notice period. The Agreement notice period starts from the day on which the notice of termination is delivered to the other Party.
2. The termination of the Agreement shall be made by either party in writing and shall be signed by persons authorised to make declarations of will in the scope of proprietary rights and duties of the parties.
3. Termination of the Agreement in the scope related with the Service does not discharge the Client from the obligations arising from provision of the Service by the Bank.
4. To terminate the Agreement in the scope related with the Service, the provisions of the Regulations on "mBank S.A. Internet Customer Service System mBank CompanyNet" on termination of the Agreement shall not apply.
5. If the Agreement is terminated in the scope related with the Service, the remaining provisions of the Agreement shall remain binding on the Parties.

## § 3

The remaining provisions of the Agreement remain unchanged.

## § 4

This Annex shall become effective five days following the date of its conclusion.

## § 5

This Annex has been drawn up in two counterparts, one for each Party.

.....  
 company stamp and signature of persons authorised  
 to make declarations of will with respect to  
 property rights and obligations on behalf of the Customer

.....  
 date, company seal and signatures on behalf of the Bank

\_\_\_\_\_  
 The identity of the persons who signed the Annex and the documents submitted has been verified:

.....  
 date, personal stamp and signature of the Bank's employee